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UNITED STATES BANKRUPTCY COURTSOUTHERN DISTRICT OF NEW YORK	Γ
In Re: Marla Torres	x Case No. 20-22204
	CHAPTER 13 PLAN
Del	btor
SSN xxx-xx-1086 SSN xxx-xx-	
	X
Rule" shall refer to the Federal Rules of Bankru Chapter 13 Model Plan. The term "Local Rule" States Bankruptcy Court for the Southern Distri- petition filed with the Court on February 6, 202	of the term "Debtor" shall also mean Debtors. The term "Bankruptcy aptcy Procedure. The term "Form Plan" refers to this court's Local shall refer to the Local Rules of Bankruptcy Procedure of the United ict of New York. The term "Petition" refers to Debtor's bankruptcy 20. The term "Plan" refers to this chapter 13 plan. The term "Real es cooperative apartments. The term "Trustee" shall always refer to the the substitute therefor.
If an item is checked "does," the Debtor must Bankruptcy Rule 7004. Failure to serve the render the provision ineffective. If an item is will be ineffective if set out later in the Plan. In accordance with Bankruptcy Rule 3015.1, the does $/ \boxtimes$ does not contain any nonstandard	provision (See Part 8 herein for any non-standard provision); sured claim based on valuation of the collateral for the claim (See Part 3
$\square$ does / $\boxtimes$ does not request loss mitigation (S	
option on the Form Plan does not indicate that t Plan must comply with the Bankruptcy Code, tl	options that may be appropriate in some cases, but the presence of an the option is appropriate in your circumstances. To be confirmable, this he Bankruptcy Rules, judicial rulings, and the Local Rules. ledges that he/she is not eligible for a discharge pursuant to 11 U.S.C. § petition date: Click or tap to enter a date.  discharge date in prior case: Click or tap to enter a date.  ].
☐ This is an Amended or Modified Plan.	The reasons for filing this Amended or Modified Plan are:
attorney must file an objection to confirmation	n's treatment of your claim <b>or any provision of this Plan</b> , you or your at least 7 days before the date set for the hearing on confirmation, unless his includes objections to valuations of collateral, motions to avoid junior

mortgage and judicial liens, and surrender provisions.

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Pursuant to Bankruptcy Rule 3015(g), "any determination in the Plan made under [Bankruptcy] Rule 3012 about the amount of a secured claim is binding on the holder of the claim, even if the holder files a contrary proof of claim or the Debtor schedules that claim [differently], and regardless of whether an objection to the claim has been filed."

This Plan shall be binding upon its confirmation. You should read this Plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one who practices bankruptcy law.

The Bankruptcy Court may confirm this Plan without further notice if no objection is filed. See Bankruptcy Rule 3015.

## PART 2: PLAN PAYMENTS AND DURATION

**2.1** The Debtor's future earnings are submitted as provided in the Plan to the supervision and control of the Trustee. Debtor will make the first Plan payment no later than thirty (30) days after the date the Petition was filed. The Debtor shall make [ 60 ] monthly payments to the Trustee as follows:

Amount	How Many Months?
\$450.00	60
\$	
\$	

following reasons: (check  ☐ Debtor is not able payment will constitu ☐ Payments greater the Debtor.	k all that apply) to propose a feasible plan in a perio te an affordable budget that the Det than that proposed by this Plan for 6	ebtor moves to extend to 60 months for the od of less than 60 months. Debtor's proposed month ebtor will be able to maintain. 60 months would create an economic hardship for for extension of Debtor's Plan payments from 36 to 60 months.
2.2 Regular payments		
Regular Plan payments to the Check all that apply	Trustee will be made from future in	income in the following manner:
	ments directly to the Trustee.	
1 ,	2	om the Debtor receives income, pursuant to a
		e box for a payroll deduction order, Debtor
		mployer to deduct the Plan payments from
Debtor's wages. Debtor also	agrees to notify the Trustee immedia	iately upon change or termination of
employment.		
☐ Non-Debtor contribute	or will make the following monthly	payments to the debtor, who will send payment to the
Trustee:		
		_
Amount	How Many Months?	<u>_</u>
\$		_
\$		_
\$		

## 2.3 Income Tax Refunds

The Debtor shall provide the Trustee with all income tax returns through the full performance of the plan. Given the Debtor's limited disposable income to fund this plan, any tax refunds that the Debtor may receive during this plan shall not be sent to the Trustee's office.

#### **2.4 Irregular Payments** Check one.

☑ None. If "None" is checked, the rest of subsection 2.4 need not be completed or reproduced.
 ☐ Debtor will make irregular payment(s) to the Trustee from other sources, as specified below.

Source Estimated Amount		Date of Payment (Anticipated)		
\$		Click or tap to enter a date.		
\$		Click or tap to enter a date.		

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## 2.5 Payment Terms

The Debtor will pay the amounts payable to the Trustee by electronic transfer of funds or bank check, certified check, teller's check, or money order sent directly to the Chapter 13 Trustee. See http://www.access13.com/site/

#### PART 3: TREATMENT OF SECURED CLAIMS

**3.1 Definitions:** For the purposes of this subsection, any reference to the term "Secured Creditor" means lienholder mortgagees, a creditor whose interest is secured by a mortgage on Debtor's real property, including Real Property Used as a Principal Residence; a holder and/or authorized servicer of a claim secured by a lien, mortgage and/or deed of trust; and/or any other similarly situated creditor, servicing agent and/or their assigns. The term "Lien" shall include references to mortgages, liens, deeds of trust and any other similarly situated interests in the Debtor's real or personal property. The term "Prepetition Arrearages" shall refer to an outstanding monetary default with respect to, or that gave rise to, a Lien prior to the Petition date. The term "Post-Petition Payment" means payment that first becomes due and payable by the Debtor to the Secured Creditor after the filing of the Petition.

## 3.2 Maintenance of payments and cure of default, if any.

Ch	eck one.
	⊠ None
	☐ The Debtor will maintain the current contractual installment payments on the secured claims listed below
	with any changes required by the applicable contract and noticed in conformity with applicable rules. These
	payments will be disbursed directly by the Debtor. The Debtor shall keep a complete record of all Debtor's
	payments under the Plan. However, any existing Prepetition arrearage on a timely filed secured claim will be
	paid in full through disbursements by the Trustee, with interest, if any, at the rate stated below. Confirmation
	of this Plan shall impose an affirmative duty on the Secured Creditor and Debtor to do all the following as

#### (a) Post-Petition Payments.

ordered:

Debtor shall pay the following Post-Petition payments directly to the Secured Creditor listed below during the pendency of the Plan:

Secured Creditor & Property Description	Payment	Payment	Address Where Post Petition
	Amount	Timing	Payments Will be Sent
Wells Fargo Bank - Debtor's Home - 861	\$708.40	monthly	1 Home Campus, MALCX 2302-04C
Palisades Avenue, 1D - Yonkers, NY 10703			- Des Moines, IA 50328
	\$		
	\$		

## (b) Prepetition Arrearages.

- (i) For purposes of this Plan, Prepetition Arrearages shall include all sums included in the allowed secured claim and shall have a "0" balance upon entry of the discharge order in this case. In the event that a Secured Creditor listed in this section fails to timely file a proof of claim in this case, the Debtor may file a claim on the Secured Creditor's behalf, pursuant to 11 U.S.C. § 501(c), before the applicable bar date.
  - (ii) No interest will be paid on Prepetition Arrearages unless otherwise stated herein.
- (iii) Payments made by the Trustee on Debtor's Prepetition Arrearages shall be applied only to those Prepetition Arrearages and not to any other amount owed by Debtor to the Secured Creditor.
  - (iv) Information Regarding Prepetition Arrearages:

Secured Creditor	Property Description	Property Address	Value of Collateral	Valuation Method	PrePetition Arrearage Amount	Arrearage Owed as of Date
			\$		\$	Click or tap to enter a date.
			\$		\$	Click or tap to enter a date.

(v) If the Trustee pays the amount(s) specified in Part 3.2(b) (iv) (above), and the Debtor makes all required Post-Petition Payments as specified in Part 3.2(a), any default with respect to a Lien, including a

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Lien on Real Property Used as a Principal Residence will be cured, extinguishing any right of the Secured Creditor to recover any amount alleged to have arisen prior to the filing of Debtor's Petition.

## (c) Adequate Protection.

If applicable, adequate protection of a Secured Creditor's interest in property shall be provided as follows: [describe and provide the basis for calculation, or state not applicable]

Any such payments shall be applied by the Secured Creditor to its allowed secured claim.

#### (d) Return and/or Reallocation of Distribution Payment Made to Secured Creditor.

If a Secured Creditor withdraws its claim, the sum allocated herein towards the payment of the Secured Creditor's claim shall be distributed by the Trustee to Debtor's remaining creditors, as provided herein. If the Secured Creditor has received monies from the Trustee (Distribution Payment) and returns those monies to the Trustee, the monies returned shall be distributed to the Debtor's remaining creditors, as provided herein. If this Plan repays creditors in full, then such returned monies will be paid to the Debtor.

#### 3.3 Surrender

Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004.

\(\Bar{\text{L}}\) Debtor surrenders the following property and upon confirmation of this Plan or as otherwise ordered by the Court, bankruptcy stays are lifted for all purposes as to the collateral to be surrendered. Every Secured Creditor with a Lien on surrendered property shall file a deficiency claim within 60 days of notice of such surrender if it disagrees with the Plan's statement of the deficiency claim below. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 6 below.

## (a) If the property being surrendered is real property located in New York State, check one of the following boxes.

Upon confirmation, Debtor intends to:
(i)   Cease making payments to the Claimant and continue residing at the Property until a court order
Debtor to vacate
(ii) Uscate the premises and make Claimant liable for all maintenance on the Property, pursuant to

Claimant	Property to be Surrendered  8505 W. Irlo Bronson Memorial HWY	Creditor holding senior lien; or otherwise identify by interest	Value of Collateral	Amount of Deficiency Claim to be Paid as Unsecured
Holiday Inn Club Vacation	Kissimmee, FL 34747		\$ 5,380	\$
			\$	\$
			\$	\$

## 3.4 Wholly unsecured Liens

New York RPAPL §1308.

Check one.	<i>If you</i>	check a	box o	ther th	ian ''	'None''	you	will h	ave to	o serve	this:	Plan	pursua	nt to	Bankri	uptcy	Rule	7004.
✓ Non	_																	

☐ Debtor requests that the Court value the collateral in the amount listed below, avoid the following Liens as wholly unsecured, and reclassify any timely claim filed as unsecured. As stated in Bankruptcy Rule 3012(c): "Request to determine amount of government's secured claim must be by motion or in a claim objection after the government files a proof of claim or after the time for filing a claim expires." Attach appraisal of property to this Plan. The Debtor shall submit an order avoiding the Lien upon confirmation of the Plan or the Court's separate determination of the request whichever is earlier.

Creditor Name	Collateral Description	Collateral Value	Lien Identification	Amount of Senior Lien(s)
		\$		\$

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		\$			\$
2.7.5			. 57 1. 1.	1 D 1D	

**3.5 Request for valuation of security/Bifurcation of Liens** [Not applicable to Real Property Used as a Principal Residence or property listed under Section 3.6 of this Plan]. Check one. If you check a box other than "None" you will have to serve this Plan pursuant to Bankruptcy Rule 7004. As stated in Bankruptcy Rule 3012(c): "Request to determine amount of government's secured claim must be by motion or in a claim objection after the government files a proof of claim or after the time for filing a claim expires."

⊠ None.

□ The Debtor requests that the court determine the value of the secured claims listed below. The portion of any allowed claim that exceeds the amount of the collateral securing the claim will be treated as an unsecured claim under Part 6 of this Plan. The holder of any claim listed below as having value in the column headed "Amount of secured claim" (a) will retain its Lien on the property of the estate until such time as the earlier of (i) payment in full, or (ii) the Plan is performed; and (b) will retain its Lien on non-estate property. Attach appraisal of property as an exhibit to this Plan. The Debtor shall submit an order voiding the Lien upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier.

Creditor Name, Property Address, & Description	Amount of Senior Liens After Value of Collateral	Value of Collateral	Debt Amount Outstanding	Amount Secured Claims	At interest rate	Trustee shall pay arrearages in Amount
	\$	\$	\$	\$	%	\$
	\$	\$	\$	\$	%	\$
	\$	\$	\$	\$	%	\$
	\$	\$	\$	\$	%	\$

## 3.6 Secured Claims excluded from 11 U.S.C. § 506

Check one.

⊠ None.

☐ The claims listed below were either: (1) incurred within 910 days before the Petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor; or (2) incurred within 1 year of the Petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the Plan with interest at the rate stated below. These payments will be disbursed either by the Trustee or directly by the Debtor, as specified below. The final column indicates payments to be disbursed only by the Trustee rather than by the Debtor.

Creditor Name	Collateral	Claim Amount	Monthly Plan Payment	Interest Rate	Payment Disbursed by Trustee or Debtor	Total Payment by Trustee
		\$	\$	%	Choose an item.	\$
		\$	\$	%	Choose an item.	\$
		\$	\$	%	Choose an item.	\$
		\$	\$	%	Choose an item.	\$

#### 3.7 Judicial Lien Avoidance

Check one.	If you check	a box other	than "Non	e" you wil	l have to s	serve this F	Plan pursuant	to Bankruptcy	Rule	7004

⊠ None.

☐ Entire Lien is avoided. Any timely filed claim by Claimant shall be an unsecured claim in the amount of

☐ A portion of the Lien is avoided. Any timely filed claim of Claimant shall be a secured claim in the amount of \$ at interest rate of % and an unsecured claim in the amount of \$ .

Calculation of Lien Avoidance

Claimant Name	Collateral	Value of Debtor Interest in Property (attach appraisal as exhibit to this Plan)	Nature of Exemption	Value of Exemption Claimed on Schedule C	Lien Identification	Amount of all Liens with Priority over this Lien	Remaining Equity Securing Lien
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$

The Debtor shall submit an order voiding the Lien upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier.

http://www.nysb.uscourts.gov/sites/default/files/522 f formorder.docx

#### 3.8 Miscellaneous Provisions

- (i) Secured Creditors with a security interest in the Real Property Used as a Principal Residence shall comply with all provisions of Bankruptcy Rule 3002.1.
- (ii) If relief from the automatic stay is ordered as to any item of collateral listed in this Part, then, unless otherwise ordered by the Court, all timely filed secured claims based on a Lien on that collateral will no longer be treated by the Plan and all payments under this Part of the Plan on such secured claims shall cease.

## PART 4 TREATMENT OF FEES AND PRIORITY CLAIMS

#### 4.1 General

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in subsection 4.5, will be paid in full without post-Petition interest.

#### 4.2 Trustee's fees

Trustee's fees will be no more than 10% of Plan payments.

## 4.3 Attorney's fees

Counsel for the Debtor has received a Prepetition flat fee to be applied against fees and costs incurred. Fees and costs exceeding the flat fee shall be paid from funds held by the Trustee as an administrative expense after application to and approval by the Court, pursuant to 11 U.S.C. § 330(a)(4) and Bankruptcy Rule 2016.

Total Amount of flat fee charged: \$4000.00 (subject to review under 11 U.S.C § 329).

Amount of flat fee paid Prepetition: \$2500.00

Remainder of flat fee to be paid through Plan, if any: \$1500.00

#### 4.4 Unsecured Domestic Support Obligations.

Does Debtor have a Domestic Support Obligation? Yes □ No ⊠. If yes, then complete the following:

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Debtor shall remain current on all such obligations that come due after filing the Petition. Unpaid obligations incurred before the Petition date are to be cured by the following Plan payments.

Creditor Status (e.g. child, spouse, former spouse, domestic partner)	PrePetition Arrearages
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

4.5 Other Unsecured Priority Claims, including Unsecured Tax Claims.

Creditor Name	Type of Priority Debt	PrePetition Arrearages	Interest Rate
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

### PART 5 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Pursuant to 11 U.S.C. § 1322(b), Debtor assumes or rejects the following unexpired lease(s) or executory contract(s). For any assumed executory contract or unexpired lease with an arrearage to cure, the arrearage will be cured in the Plan with regular monthly payments to be paid directly to the contract party by the Debtor. The cure amount will be as set forth below, unless an objection to such amount is filed, by the date to object to confirmation to the Plan, in which event, the cure amount shall be fixed by the Court. If the Plan provides for the assumption or rejection of a contract or unexpired lease, it must be served on the other party to the agreement under Bankruptcy Rule 7004.

## 5.1 Assumed

Creditor Name	Address & Property Description	Cure Amount	Cure Calculated Through
			Date
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.

## 5.2 Rejected

Creditor Name	Address & Property Description	Arrearage	Arrearage Through Date
		Amount	
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.
		\$	Click or tap to enter a date.

## 5.3 Post-Petition Payments for Assumed Executory Contracts and Unexpired Leases.

Debtor shall make the following Post-Petition Payments directly to the Creditor:

Creditor Name	Address & Property Description	Payment	Payment Timing
		Amount	
Yonkers Insurance	Car Insurance - 749 Palisades	\$155.08	monthly
	Avenue - Yonkers, NY 10703		
		\$	monthly
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

#### PART 6 NONPRIORITY, UNSECURED CLAIMS

6.1 Allowed nonpriority, unsecured claims shall be paid	pro rata fr	rom the balance of	payments made u	nder this Plan.
6.2 Separately classified nonpriority unsecured claims				

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П	$\sim$		IN	Ю	ш	C

The nonpriority unsecured allowed claims listed below are separately classified and will be treated as follows:		The nonpriority u	insecured allowed	l claims listed	below are sep	arately classified a	and will be treated as follows
---	--	-------------------	-------------------	-----------------	---------------	----------------------	--------------------------------

Creditor Name	Basis for separate classification and	Amount to be	Current Installment Payment
	treatment	paid on the	
		claim	
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

#### PART 7 MISCELLANEOUS

Debtor must comply with all the applicable requirements of the Bankruptcy Code and Bankruptcy Rules, including, but not limited to, those found in 11 U.S.C. § 521 and Bankruptcy Rules 2015 and 4002, where applicable. This includes a duty to file tax returns and, in certain circumstances, operating reports. Additional information that is useful for filling out this Plan, serving the Plan, and completing the chapter 13 process is available here: <a href="http://www.nysb.uscourts.gov/chapter-13-filing-and-plan-information">http://www.nysb.uscourts.gov/chapter-13-filing-and-plan-information</a>

## PART 8 LOSS MITIGATION AND NONSTANDARD PROVISIONS

8.1 Any nonstandard provision must be entered here. If this Part conflicts with any earlier Part except Part 1.2, this Part controls.

## **8.2 Loss Mitigation:**

☐ By checking this box and completing this section, the Debtor requests loss mitigation pursuant to Local Rule 9019-2, which governs a court-ordered loss mitigation program, pursuant to which parties may deal with issues such as a loan modification, loan refinance, short sale, or surrender in full satisfaction, concerning the Debtor's Real Property Used as a Principal Residence. [Identify the property, loan and creditor for which you are requesting loss mitigation]

## 20-22204-shl Doc 10 Filed 02/21/20 Entered 02/21/20 15:57:18 Main Document Pa 9 of 10 Revised 05/01/2019 The Debtor estimates the value of the Real Property used as Principal Residence to be \$ The Debtor hereby permits the Secured Creditor(s) listed above to contact (check all that apply): ☐ The Debtor directly. ☐ Debtor's bankruptcy counsel. $\square$ Other: Debtor is not required to dismiss this bankruptcy Petition during the loss mitigation discussions. The Debtor shall submit an order granting loss mitigation if no objections are received within the requisite notice period. See http://www.nysb.uscourts.gov/loss-mitigation and http://www.nysb.uscourts.gov/sites/default/files/ch13DebtorInstructions.pdf 8.3 Sale and Credit Bidding of Real Property. ☐ By checking this box, Debtor intends to sell Real Property having an address of Address of Property to be Sold pursuant to 11 U.S.C. § 363(b). The Real Property is subject to a secured claim held by Name of Creditor to this Plan is the contract of sale, in which Name of Buyer has agreed to pay \$ for the collateral. Attach as an exhibit to the Plan the sale contract and any evidence supporting request for relief under 11 U.S. C. § 363(f) and/or (m). Pursuant to 11 U.S.C. § 363(k), the Secured Creditor, Name of Creditor may assert its right to credit bid as part of a timely objection to confirmation and submit a higher and better offer by a time set by the Court. Debtor shall attach an affidavit containing all facts necessary for Court to approve the sale and should be prepared to address the requirements of 11 U.S.C. § 363 at the confirmation hearing. The Debtor shall submit an order approving sale upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier. 8.4 Surrender in Full Satisfaction ☐ By checking this box, Debtor surrenders the following property in full satisfaction of the Secured Creditor's debt. Attach appraisal or other evidence of the property's value as an exhibit to this Plan. Property to be surrendered To whom the property will be surrendered 8.5 Surrender and Vesting ☐ By checking this box, title to any collateral surrendered in this Plan automatically vests in the Name of Secured Creditor upon confirmation and the lifting of the automatic stay. Creditor has 60 days from the date of such order to file a deficiency claim. The Debtor shall submit an order surrendering the collateral and vesting title in the creditor upon confirmation of the Plan or the Court's separate determination of the request, whichever is earlier. 8.6 Additional Non-Standard Provisions n/a PART 9 DEBTOR'S SIGNATURE Dated: February 21, 2020, New York /s/ Marla Torres Debtor Joint Debtor 861 Palisades Avenue, 1D Yonkers, NY 10703 Joint Debtor Address

Firm Name Isaac Myers, III, The Beacon Law Firm Attorney Street Address 333 Hudson Street #303 Attorney City, State Zip Code New York, NY 10013

PART 10 DEBTOR'S ATTORNEY'S SIGNATURE

/s/ Isaac Myers, III

Attorney for Debtor

Attorney Telephone 212-804-8655 Attorney Email

February 21, 2020

Date

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beaconattorneymyers@isaacmyersiii.com

## **PART 11 CERTIFICATION**

I, the undersigned attorney for the Debtor or Pro se Debtor, hereby certify that the foregoing Plan conforms to the pre-approved Form Plan pursuant to Local Rule 3015-1 of the United States Bankruptcy Court for the Southern District of New York and contains no nonstandard provisions other than those set out in Part 8.

/s/ Isaac Myers III	2/21/2020
Attorney for Debtor or Pro Se Debtor	Date